

I ATTACHMENT A STATEMENT OF FACTS

II Facts are stated from 2010 in relation to all violations, and do not particularly pertain to anyone
III violation unless stated, just disclosing all information.
IV Plaintiffs office number was placed on the due not call list in 2003.

V **01/04/2010** Chase Billing end 8658 Info on Settling Debt

EX I (A)

VI January through May, MCM 6-8 calls daily to work so placed on due Not Call

VII Plaintiff informed MCM that she was informed by Chase, and she was told that she would have to
VIII wait a period of time from her last payment to settle her Chase Account, and was told a date that she
IX could settle, **SUPPLIED COPIES OF SETTLEMENT** check number 883 for Juniper account
X ending in 5943 to MCM

EX 1 (B)

XI Plaintiff was on the verge of bankruptcy, and informed Chase her intentions on filing, and that is
XII when the subject of settling the debt entered, and Plaintiff was informed to prepare her statement for
XIII settlement and attach a check, and call 866-965-9305, and they would give me information on how
XIV to settle.

XV Plaintiff did call number and was told another number 866-965-9330 and WAS TOLD she would
XVI have to wait until February 22, 2010 to prepare settlement.

Ex 1 (A)

XVII Midland funding showing Chase as their account in Experian Report

Ex VII (C)

XVIII DNC or WN I state DNC means Do not Call, and WN means work number.

XIX **02/23/2010** That Plaintiff did wait the allotted time before she wrote checks to settle her Chase
XX Accounts ending 8658 and 8550.

EX VI (A)

XXI **03/01/2010**, Please do not contact me by phone any further as per agreement

EX IV (A)

XXII **04/04/2010** Defendant MCM called at Plaintiffs work repeatedly, never citing purpose, such as

XXIII requesting or updating information on Plaintiff

XXIV **04/04/2010** Plaintiff received another call from MCM answered by staff, said would return call.

XXV **04/05/10** Plaintiff received 2 calls from MCM, again only trying to collect upon a Chase account,

XXVI that Plaintiff had told them she had settled with Chase.

XXVII Plaintiff has not stated all calls do to volume, but they occurred multiple times daily, as indicated for

XXVIII half of 2010 per Bates 000236 **EX XIV (A)**

XXIX **It is an undisputed fact, that by MCM calling repeatedly and failing to state trying to get**

XXX **location of debtor or to correct information they violated 1692 b(1)**

Per Bates 000236

XXXI **04/15/2010** Shows where conversations were made with DAB as to payment, this was per

XXXII telephone call to Plaintiff at work, disputed previously

EX XXXI (E)

XXXIII **04/20/2010** Per Bates sheet states left message not on cell so assuming office, number on that sheet

XXXIV shows 0000000000 17:00:52 **Not on List of Calls per 000236 EX XIV (A), EX XXXI (B)**

XXXV **06/20/2010** MCM Billing end 1138 We would like to TY for Payment

EX II (A)

XXXVI Called upon Receipt and Disputed, stated paid to Chase not MCM.

XXXVII **06/20/2010** MCM Stated we would like to thank you for your previous payment on

XXXVIII your account, acting as if Chase account ending in 1138 was their account, while Midland.

XXXIX Credit stated was servicing agent for Chase on this account their # ending in 5657.

EX II (A)

XL **06/21/2010** Billing MCM acct ending in 5657 Notice MCM Service of Chase

EX II (B)

XLI Called upon Receipt and Disputed so called MCM and Explained was

XLII Paid to Chase, Cease and Desist with calling my work, writing only:

XLIII and then faxed on their letter same information with Chase settlement to Bruce Williams.

XLIV **07/13/10** Call to Work at 06:45 A.M. this was MCM answered and then hung up.

XLV **07/29/10** Letter from MCM, called on 08/02/10 Disputed, and asked to cease calling

XLVI work and faxed the dispute per account ending in 5657 800-577-4133 **EX III & IV (A)**

XLVII **07/30/10** Plaintiff Requested MCM to provide proof faxed to them acct 5657 **EX III(A)**

XLVIII **08/28/2010** FAXED A COPY OF THEIR PAYMENT COUPON, AND STATED SETTLED

XLIX MCM was told via call this account was settled with ck#881 Cleared her account on 03/25/2010, and
L she disputes this claim. Dates skip from 10/20/2010 to 12/05/2014 no reason given, CHECKED TO
LI SEE IF ANY CALLS FROM BATES 000236 FOR DATES OF 04/04, 04/05, 06/19/10 NONE
LII PRESENT, 06/07, 06/08, 06/09, 06/10, 06/11, 6/12, 06/13/12, 01/22/2013 NONE PRESENT

LIII **How did they give log of calls when none are in their logs.** **EX XXXI(A)**

LIV Multiple lines deleted or missing sequence errors.

LV Multiple sequencing errors, where lines have been deleted or omitted, starting at line 3. Plaintiff

LVI received calls daily from MCM and this log has so many omissions Plaintiff cannot show.

LVII **11/19/10** Contacted MCM about letters and calls, and told this was settled, then contacted Midland

LVIII Funding and told them about actions of MCM.

LIX MCM informed Plaintiff cannot accept check only, I told them to cease calling

LX LETTER HISTORY, 2299 messages acct 8533655657 EACH ACCOUNT BEARS THIS, Plaintiff

LXI SUGGESTS this was the amount of messages per her accounts. **Ex XXXI (D)**

LXII Disputed acct ending in 1927 THEY CALLED MY CELL, AND WORK, BUT STATED WRONG

LXIII NUMBER ON FAX LINE **EX XXXI (J)**

LXIV Midland Credit Management contacted plaintiff repeatedly daily, usually 2 times a day per account

LXV after verification of check, bank account, and notices with check of settlement, and not once asked to

LXVI state confirming or correction of location information, or to identify who they were, themselves,

LXVII outside of MCM.

LXVIII Starting with date of 04/05/2010, same account ending in 5657, notice multiple

LXIX calls made to Plaintiff listed as contacting 0000000000, not stating to which number.

LXX Indicating times before 7 a.m, and or stating no message left, This was where on 000236 calls were

LXXI stated to be made 04/04-04/05-06/19/2010 **EX XXXI (B)**

LXXII 2nd page starting with 06/20/10 ending in 07/15/2011 skips 33-34, then skips a year,

LXXIII sequence 37, 37-0001 using o's as number no explanation given to reasons when asked

LXXIV Contact WRITING "ONLY seq 38-0006

LXXV Still showing account ending in 5657, dating showing starting 06/20/2010 with 7 dates

LXXVI listed ending in 07/15/2011, again where is the missing dialog. **EX XXXI (C)**

LXXVII Notice at top, verbal written cease desist/refuse #5657 **EX XXXI (D)**

LXXVIII Notice of speaking with DAB 04/15/10 stating Paid 03/25/10 **EX XXXI (E)**

LXXIX Showing start date of 07/08/2010 Phone Maintenance for acct ending in 5657

LXXX 10/21/2010 Copy of billing 8533655657 dispute by phone and faxed dispute, and asked for full

LXXXI proof. **EX IV (B)**

LXXXII I. this statement was prior to settlement, so did not reflect true balance

XXXIII ii. this debt had been disputed repeatedly to MCM and Midland Funding

XXXIV iii. Never received anything to show proof balance was correct.

LXXXV 07/08/2011 IRS Assistant EIN Elisha Ford Efordable Tax, this shows they were now calling her

XXXVI business not Poor Mans Accounting EX XV (A)

XXXVII 06/01/12 Call to work FROM MCM STATED WRONG NUMBER at 06:45 a.m.

XXXVIII 06/28/12 Telephone Maintenance 8550221927 cellular numbers last digits removed marked DNC

XXXIX and Work Number marked WN, and Home number 573-245-9817 NONCNT:

XC I. I state these mean DNC do not call, WN work number, and NONCNT, no consent to call me as

XCI these were all stated to MCM by each call and letter

XCII ii. I specifically asked meaning from Gallegos, attorney on record from MCM, and she stated all

XCIII discovery was complete and they could not answer what it was. EX XXXI (N)

XCIV Plaintiff found no sheets containing 2012 history or agents sheets to review calls on Bates000236

XCV I. Plaintiff submitted this as per calls made in MDL action

XCVI ii. There is no data in any sheet containing 2012 history or data

XCVII 12/18/12 MCM Billing Chase ending in 1927 Disputed by phone then FAX EX(D)

XCVIII Bates 000236 states one call on 01/22/13 and Plaintiff did not find this call any where on sheets.

XCIX They state blacked areas is privacy to them or Legal EX XXXI(I)

C 1/23/2013 Call from MCM regarding Barclay account, then another call regarding Chase, spoke with

CI secretary in depth about collections from who and how much: there were many calls that were

CII answered by self and staff, that were hung up on because of belligerence and foul language from
CIII MCM.

CIV	01/24/2013 Midland Funding Cease Communication Barclay Jay Marshall	EX IV (E)
CV	01/24/2013 Plaintiff sent via mail and fax a cease and dispute on BARCLAY	
CVI	03/10/13 Fax Gamache 2 times with cease and proof	PAGE 2
		EX XIII (D)
CVII	03/18/13 Call Gamache 11:47 cease calling work dispute debt	EX XIII(D)
CVIII	03/18/13 MCI G & M Called on 03/10/13 Dispute Debt Cease Calling	EX XIII (D)
CIX	06/23/2013 Call from Gamache and Myers regarding Chase Accounts being held in their office for	
CX	collection stated file number 13507652, spoke with staff giving detail on account 06/27/2013 Letter	
CXI	from G & M about chase disputed over phone and by fax	EX V (A)
CXII	06/23/2013 through 06/23/2013 showing blacked out area, like this on multiple pages. EX XXXI (I)	
CXIII	06/27/2013 Gamache Billing for end 7652 Disputed Request Documentation	EX V (A)
CXIV	07/05/2013 Faxed MCM dispute on debt cease with calls	
CXV	07/05/2013 G& M 0004 recognize dispute.	
CXVI	07/29/2013 Blank User Agreement My Name NOT There FROM G & M	EX IV (C)
CXVII	07/29/13 Affidavit of Martin Lavergne 03/29/2011 attached, again states part of records, but does not	
CXVIII	give a list of purchases, or proof Plaintiff was part of purchase.	
CXIX	As stated <u>Mid'land Funding LLC v. Biehl</u> , 5th Dist. Stark No. 2013 CA 00035, 2013-Ohio-4150, ¶ 24	
CXX		EX VI (D)
CXXI	07/31/13 G & M letter acknowledge recent communication	EX VI (B)

CXXII **I. The letter provided did not provide information for after debt was settled**

CXXIII **ii. The blank user agreement contained no information about Plaintiffs.**

CXXIV CREDIT BUREAU REPORT BLANK 2299 MESSAGES **E XXXI (F)**

CXXV Plaintiff was **not** told or informed by Chase that her accounts were being sold as indicated

CXXVI Affidavit of Martin Lavergne given as part of the MDL action, OR SHE would not have offered and

CXXVII paid a settlement on the debt, but would have filed bankruptcy. **EX VI (D)**

CXXVIII **07/31/2013** Gamache Documentation SENT VERIFICATION CHASE **EX VI (A)**

CXXIX **08/23/13** There were multiple calls where I answered from MCM, that were overheard by patrons

CXXX where I work, and called back to back when I hung up on them.

CXXXI On one of these calls they spoke with E. Ford, Employer and threatened to garnish

CXXXII Plaintiffs wages and put a lien against everything she owns, thinking Ms. Ford was Plaintiff.

CXXXIII **08/24/2013** MCM Called repeatedly to work number in regards to Barclay

CXXXIV Accounts, these were answered by Plaintiff, Staff, and Eldest Daughter.

CXXXV **09/02/13** Teddy Parker statement of facts occurring at work in August of 2013 **EX XXVIII (A)**

CXXXVI **09/23/13** G& M talked about Chase and Barclay collecting for Midland

CXXXVII Funding, Secretary stated only taking messages and would have Ms. Basham Call.

CXXXVIII **11/12/13** Gamache and Myers asked for Plaintiff in regards to Barclay, secretary told them

CXXXIX would have her call you when she came in.

CXL **11/12/13** Gamache, called about Barclay in WORK office again, and secretary

CXLI told them just taking message, said to call the next day

CXLII **12/12/13** Called MCM and disputed debt and told them to cease calling cell and work numbers.

CXLIII MCM calling per account 8550221927, was told DISPUTED, THIS form is marked disputed, and

CXLIV shows me calling them 12/12/2013 **EX XXXI (J)**

CXLV **12/17/13** Secretary could not understand but thought Midland, talked about Chase accounts they

CXLVI were collecting on.

CXLVII **12/17/13** Experian 9 of 25 Midland Funding No Dispute Charging Interest Monthly **Ex VII ©**

CXLVIII Plaintiff called MCM and asked how do I get these disputed on my credit since I have already

CXLIX disputed them to you, and they are not marked?

CL MCM told me to advise them of my dispute and they can see if they can assist me.

CLI Plaintiff told agent on phone that they were settled, and I had already provided checks.

CLII She stated, would not give name, she needed an agreed upon settlement.

CLIII I stated they cashed the check, and the terms were on the check.

CLIV She stated she could not help me.

CLV No disputes were marked in next report 6 months later.

CLVI **12/17/13** EXPERIAN PAGE 19/25 SHOWS WHERE G AND M REQUESTED **EX VII (D)**

CLVII **12/17/2013** Plaintiff ran her credit report to check on status of settled debts **VII (B)**

CLVIII **12/18 /2013** MCI Fax to Midland Cease and Decease Proof Settlement Chase **EX XIII (E)**

CLIX **12/18/13** FAXED CEASE AND DESIST TO G AND M **EX XIII (E)**

CLX **12/18/13** Fax MCM cease and desist **EX XIII (G)**

CLXI **01/03/14**, Another call from California office, MCM, Ms. Ford called the number from letter because
CLXII they did not leave their number, and told them Plaintiff was going to file charges against them and to
CLXIII quit calling 573-245-9970.

CLXIV **01/03/14 Dispute and Cease Calling Work FAXED**

CLXV **01/08/14 MAILED** Dennis Owens, cease and desist and provide proof. **EX VII(F)**

CLXVI **01/18/14** Calling from California Branch for Angela Basham 573-245-9970, they were told they
CLXVII were told do not call or leave messages at Efordable for Plaintiff, they had already been faxed and
CLXVIII mailed a cease and desist, stop leaving fowl mouth messages on answering machine that Secretary
CLXIX Answers.

CLXX **1/18/14** Letter to G and M to Dennis Owens **FAX TO MCM** **EX VII(F)**

CLXXI **1/18/14** Letter to G and M to Dennis Owens **EX VII (E)**

CLXXII **01/18/14 MCI call Midland Funding**

CLXXIII **01/26/14** MCM stated they had not received, I sent them statement Jay Marshall **Ex VI (E)**

CLXXIV **CALL LOGS TO OFFICE** **EX XII (B)**

CLXXV calls occurring daily that were answered see log of calls for messages

CLXXVI **02/5/2014** MCI multiple messages Midland California Office, Returned Calls **EX XIII (F)**

LXXVII **02/06/14** Multiple messages from Midland California Office, couldn't speak to **EX XIII (F)**

XXVIII anyone, so left message, this type language would not be tolerated, and they had already

CLXXIX been told to cease, this was left by Elisha Ford of Efordable Tax.

CLXXX **02/07/14, 02/09, 02/11, 02/12. 02/15** Returned calls to California Office **EX XIII (F)**

CLXXXI **03/10/14** Case 13cf-ac00460 Midland had me in court early of 2014, I requested

LXXXII discovery, received general objections, then filed a motion to compel, they dismissed

XXXIII **06/01/14 pg 3 of 7** Midland Funding Barclays No Dispute **IX (A)**

XXXIV **Credit Karma pg 4 of 7** nothing marked disputed **Ex IX (B)**

LXXXV **Credit Karma pg 4 of 7** nothing marked disputed **Ex IX (C)**

XXXVI Line 8550221927 sequence 7, paid \$300 to Alliance One, direct to Chase. **EX XXXI (I)**

XXXVII **Defendants contacted Plaintiff and parties at work before 7 a.m. and after 8 PM per their**

XXXVIII **second Chase Account, after Employer notified them repeatedly not to call Plaintiff at work.**

XXXIX **MCM SUPPLIED A phone maintenance sheet for acct end 4732 again shows 2299 messages,**

CXC **and dnc and noncnt.** **XXXI (T)**

CXCI Defendants used false representation or deceptive means to collect a debt by falsely

CXCII stating that Plaintiff was indebted to them on 4 separate accounts in a multitude of calls, 2 of Chase

CXCIII and Barclay and or Juniper, plus interest, despite not having sufficient documents related to the

CXCIV account in its possession: Or never gave when discovery was asked, when they filed the state court

CXCV collection action, nor the ability or intention of obtaining documents thereafter.

CXCVI Defendant Gamache dismissed the court actions in regards to Chase 13cf-ac00460

CXCVII in Circuit Court. **EX XVII (B)**

CXCVIII MCM showed acct 8550221927 from 07/19/12-09/16/14 plenty of time to dispute

CXCIX ADDRESS MAIN. ENDING 5657 2299 m'S in upper left corner. **EX XXXI (L)**

CC BATES 000104 sequence errors 4, 5, 8, 9, 14, does show 01/22/13 but states account loaded not
CCI called EX XXXI (O)

CCII 11/15/19 Plaintiff compelled discovery from Midland Attorneys, even filed motions to compel, they
CCIII stated none to give EX X (A)

CCIV Plaintiff received letter from MCM for 000167, and disputed upon receipt,
CCV but has lost letter.

CCVI DISPUTED, DO NOT SUE, DELETE FROM CREDIT BUREAU 000169 EX XXXI(P)

CCVII Plaintiff received multiple calls from MCM regarding a Barclay Account January through
CCVIII December of 2013. Plaintiff disputed by telephone each and every call and then,
CCIX Multiple calls from MCM from 2010-2016 and G&M, from June of 2012-2014,
CCX first from MCM for Chase, and Midland Funding, then Gamache for Chase, then MCM for
CCXI Barclay, then Gamache and Myers for Barclay into 2014 to cell and work.
CCXII Plaintiff realizes that the important calls that violated the FDCPA has a one year Clause.
CCXIII Issues still remain that Defendants harassed Plaintiff, staff, and family, throughout 2010-2014 and
CCXIV then MCM began again harassment even after transferred to Federal Court as referenced in their
CCXV MDL sheet of calls into 2016.
CCXVI **08/07/14 AFFIDAVIT OF APRIL WARRANT-SCHWING** purchased as charged off account,
CCXVII Stating line #8 if the debtor **referenced above is a state of California resident**: which I have never
CCXVIII been, under penalty of perjury.....AND supplied another blank user agreement 000088 not included,
CCXIX AND gave no record OF Plaintiffs account, just cited info. was one that was purchased, just stated
CCXX part of records purchased. Midland Funding LLC v. EX XXXI(S)

CCXXI	03/18/14 AFFIDAVIT CARLA RODRIGUEZ from Midland as to	EX VIII (B)
CCXXII	attesting per personal knowledge facts are true and correct, but again where is a record showing that	
CCXXIII	Plaintiff was part of that purchase	EX VIII (C)& (D)
CCXXIV	07/29/13 Affidavit of Martin Lavergne 03/29/2011 attached, again states part of records, but does not	
CCXXV	give a list of purchases, or proof Plaintiff was part of purchase.	
CCXXVI	As stated <u>Midland Funding LLC v. Biehl, 5th Dist. Stark No. 2013 CA 00035, 2013-Ohio-4150</u> ,	
CXXVII	¶ 24	EX VI (D)
CCXXVIII		
CCXXIX	08/11/09 Midland Funding LLC v. Brent, 644 F. Supp. 2D 961, 970 (N.D. Ohio 2009) ruled as	
CCXXX	affidavit to be false and misleading due to the false attestation of personal knowledge.	
CCXXXI	06/1/14 FREE CREDIT SCORES BARCLAY NOT MARKED DISPUTED	EX IX (A)
CXXXII	06/07/2014 wrote asking for proof of debt and why on credit report G & M	
CCXXXIII	06/09/14 Gamache0047 recognizing my inquiries blackened area	Ex XXXII (A)
CCXXXIV	06/11/14 GAMACHE0048 Notice Black Area, replying to my re	EX XXXIV (A)
CCXXXV	7/03/14 GAMACHE0049 D wants it heard on 07/24 Barclay Case	EX XXXII (A)
CCXXXVI	07/09/14 Pro Se Discovery, Blackened Areas	EX XXXII (A)
CCXXXVII	07/15/14 GAMACHE0050 Notice Blackened Areas	EX XXXII (A)
CCXXXVIII	07/18/14 GAMACHE0051 Notice Blackened Areas Most of Page Black	EX XXXII (A)
CCXXXIX	07/18/14 GAMACHE0052 Notice Blackened Areas Most of Page Black	EX XXXII (A)
CCXL	07/18/14 GAMACHE0054 Notice Blackened Notice of D Claim	EX XXXII (A)

CCXLI	07/31/14 GAMACHE0055 Notice Blackened Notice	EX XXXII (A)
CCXLII	08/04/14 GAMACHE0056 Notice Blackened Diction of no Merit	EX XXXII (A)
CCXLIII	08/08/14 Faxed not interested in settling to G & M	EX XXXII (A)
CCXLIV	Plaintiff filed a motion to compel 13 cf-ac000460 Midland	ED XXVI (A)
CCXLV	08/13/14 Midland dismissed14CF-AC00113	EX XXIV (B)
CCXLVI	07/18/14 GAMACHE0058 Notice Blackened Receipt of fax	EX XXXII (A)
CCXLVII	07/18/14 GAMACHE0057 Entire Page Blackened	EX XXXII (A)
CCXLVIII	07/18/14 GAMACHE0058 Notice Blackened Notice of D Claim	EX XXXII (A)
CCXLIX	08/20/14 GAMACHE0059 Judge will not dismiss wants it heard	EX XXXII (A)
CCL	08/20/14 GAMACHE0060 Most of Page Black asked for default judgment	EX XXXII (A)
CCLI	08/29/14 GAMACHE0061 Judge will not dismiss wants it heard	EX XXXII (A)
CCLII	09/10/14 GAMACHE0063 Suit Pending.5 page Black	EX XXXII (A)
CCLIII	09/16/14 MCI 3 Faxes to Gamache Dispute and Settlement Pages	Ex XIII (B)
CCLIV	09/18/14 GAMACHE0059 Most Page Black	EX XXXII (A)
CCLV	09/22/14 GAMACHE0065 Most Page Black motion to compel	EX XXXII (A)
CCLVI	09/25/14 GAMACHE0066 Most Page Black Affidavit of sale No ATTY	EX XXXII (A)
CCLVII	10/01/14 GAMACHE0067 1/2 Page Black Motion to Dismiss	EX XXXII (A)
CCLVIII	09/18/14 GAMACHE0071 Whole Page Black	EX XXXII (A)
CCLIX	12/10/14 GAMACHE0072 .5 Page Black Notice of C. R. of Case	EX XXXII (A)

CCLX	12/12/14 Experian Report Midland Chase Account in Dispute 8 of 25	EX VII (B)
CCLXI	PG 9 OF 25 not marked disputed, interest charging	EX VII ©
CCLXII	Plaintiff found this breakdown of FDCPA and gives copy	EX VII (E)
CCLXIII	12/18/14 MCM 11/25/14 Fax to MCM Dispute	
CCLXIV	12/28/14 GAMACHE0073 Most Page Black Claim Closed	EX XXXII (A)
CCLXV	07/22/2019 Forward Messages to Gallegos	EX XXIII (A)
CCLXVI	08/02/2019 Subpoena ATT for telephone records	EX XXVII (A)
CLXVII	10/23/19 National Do Not Call Registry, because of the multitude of calls from D	EX XX (A)
CLXVIII	12/01/19 Affidavit of Myranda Evans of abuse by Defendants	EX XVII (A)
CCLXIX	08/29/2021 Amended Affidavit Elisha Ford for work occurrences	EX XII (A)
CCLXX	Calls from G and M continued throughout 2014, but when, G and M ceased calling, MCM began	
CCLXXI	again: and many times it sounded like a foreign language.	
CLXXII	Plaintiff Mailed, and spoke disputed to Midland and G & M on multiple occasions about	
CLXXIII	Chase, Juniper, and Barclay, speaking and writing about this dispute to both of them with	
CLXXIV	initial contact and each contact thereafter: because of constant calls and disclosures to parties.	
CLXXV	Discovery was requested, never provided, when asked and had to compel they dismissed	
CCLXXVI	MDL BATES 000236 Break Down 2 pages	EX-XIV(A)
LXXVII	Bates Labels Gamache	EX XXXII (A)
XXVIII	Message Log from Work part of Elisha Ford Affidavit	EX XII (B)
CXXIX	Plaintiffs income fell drastically because of the overheard calls	EX XII ©

CLXXX END OF FACTS QUESTION I but these facts may pertain to Question II and III.

CXXXI Question II. This claim is against Midland Credit and Gamache and Myers

LXXXII for their violations of the TCPA with the following facts.

XXXIII Between February and September 2010.

XXXIV 05/04/2010 Plaintiff placed her cellular account /family due not call

XX (A)

LXXXV MCM temporarily used a LiveVox, 1000's of calls were answered

XXXVI On 3 cellular numbers, there were 6588 calls before 7 and after 9

XXXVII 06/07/2010 Plaintiff received calls that were seconds apart, while MCM was using Live Vox.

XXXVIII Plaintiff requested their do not call policy, and consent but was not given it.

XXXIX It is an undisputed fact that Live Vox is an automatic Dialing system.

CCXC Williams v. Schanck, No. 5:15-CV-01434-MHH, 2021 U.S. Dist. LEXIS 16858 (N.D. Ala.

CCXCI Jan. 29, 2021), It was decided in this case, via Deposition of Corporate officer, that Live

CCXCII Vox is an automated Dialing System, and that corporate officers could be held liable for

CCXCIII the conduct of their officers and agents.

CXCIV Midland introduced to the MDL Action a list of times calling in relation to Plaintiffs case.

CCXCV MCM-BASHAM000001-000236 BROKEN DOWN WITH CELL RECORDS EX XIV (A)

CXCVI Plaintiff HAS copied records that on each of the dates Defendants offered as their call

CXCVII Log in the MDL action. The number -1 or spoofing was on each of those dates. No

CXCVIII telephone number of Midland Funding or Midland Credit was ever entered. None of the

CXCIX dates and or times they stated they called showed up in any of the Bates Logs they gave.

CCC In disclosures through MDL action there were other calls in their records not listed on that
CCCI short list, in the wee hours of the morning or late in the evening, showing only 9 0's as the
CCCII number dialed, 0's, and 3;s showing on cellular record of 573-855-1217, not mentioned in
CCCIII the MDL sheet given, and in their ordered agent entered discovery after the MDL a list of
CCCIV calls made to cellular numbers, multiple, that were not on that list as well.

CCCV **Total calls deemed spoofing from AT&T of 8372, with 21 calls marked a 1 in 2010, Plaintiff**
CCCVI **placed her entire cellular account on the due not call in May of 2010, and asked MCM and**
CCCVII **Midland for their dispute policy and the consent they were using to call me, but none was ever**
CCCVIII **given, and their attorneys stated all discovery was complete.**

CCCX Calls occurring cellular number occur at the same time on different Numbers XXXIX (B)
CCCX Calls marked a -1 occurring on same time different dates of youngest daughter XVII (D)
CCCXI Multiple calls occurred at the same exact time on different users on Plaintiffs account.
CCCXII Plaintiff suggests system was programmed to dial those numbers on a set-time.
CCCXIII **MCM states they used Noble Dialer from 12/2009-07/15/2014 Page 11** XXXIV (A)
CCCXIV **It is an undisputed fact that Noble was declared an ATDs.**
CCCXV The Court found that RPM's **Noble Predicative Dialer was an ATDS as interpreted**
CCCXVI **through the lens of Allan.**" Midland has stated they use Noble as a dialer to call people.
CCCXVII Ramsey v. Receivables Performance Mgmt., LLC, Case No. 1:16-CV-1059, 2020 U.S. Dist.
CCCXVIII LEXIS 236094 (S.D. Oh. December 15, 2020)
CCCXIX **In footnote marked 3, "MCM still uses the Noble Dialer to call landlines-and cell phones for**
CCCXXX **which it has Strict Consent."**

CCXXI Plaintiff has requested and subpoena copies of any consent, and any records to telephone calls and
CCXXII recordings, but has never received consent to call, or records, other than what is mentioned, but just
CCXXIII the opposite.“These calls were made using predictive dialing functionality on Noble Dialer.
CCXXIV Page 13 on dialing Systems MCM-MDL001114.”

CCXXV They state on page 8 **they used AVAYA VOIP with Host 3** Duguid, 141 S. Ct. at 1170. “[A] necessary feature of an auto dialer under [47 U.S.C.] § 227(a)(1)(A) is the capacity to use a random or sequential number generator to either store or produce phone numbers to be called.”Duguid, 141 S. Ct. at 1173.

CCXXIX Although it is clear from the text of the auto dialer definition under §227(a) that a device that generates and dials random or sequential numbers qualifies as an ATDS, it is not clear
CCXXX whether a device like the **Avaya system**—that dials from a stored list of numbers only—
CCXXXI qualifies as an ATDS.

CCXXXIII Fortunately, related provisions clear up any ambiguity. We hold that the plain text of §227, read in its entirety, makes clear that devices that dial from a stored list of numbers are
CCXXXIV subject to the auto dialer ban. We accordingly AFFIRM the district court’s grant of summary
CCXXXV judgment for Plaintiffs. Midland stated they used the Avaya system
CCXXXVI
XXXVII **In 2011 their were 135 calls that were answered to MCM between all users.**
XXXVIII **11259 calls deemed spoofing by AT & T, with 7695 calls, and 51 calls marked a 1.**
XXXIX **In 2012, 1134 answered calls to MCM, with 83 marked a 1.**
CCCXL **11528 calls deemed spoofing, with 10258 calls BEFORE 7 A.M. AND AFTER 9 P.M..**
CCCXLI **In 2013 their were 187 calls answered to MCM, 11991 spoofing calls.**

CCXLII 8713 that were too early and too late, and **470 1s. plus a few that were all 3's, or all 0's**

CCXLIII G & M was calling daughters cellular accounts in 2013 repeatedly.

CCXLIV In one of these calls Plaintiffs youngest daughter told them to cease calling, she had no information

CCXLV to help them, but they continued to call into 2014, but cannot state using ATDS equipment

CCXLVI **In 2014 there were 186 calls marked a 1**, vast calls very late and very early in the morning. **238**

CCXLVII **calls that were answered, calls marked 0000000000** see item 22059 on page 1032 of 573-205-

CCXLVIII **1850, used Noble pg 11** **XXXIV (A)**

CCXLIX In 2015 there were only 15 calls that were answered.

CCCL In 2016 there were 16 calls answered, then we changed services.

CCCLI **Calls marked 10000000000** see item 23535, page 1248, 23677 page 1256, 23738 page 1260, 23799,

CCCLII 23800, 23802, page 1264, on 573-855-1217 there were more. **EX XXXIII(A)**

CCCLIII Spoofing calls continued using family and friends numbers **EX XIII (A), XIX (A)**

CCCLIV Many of the calls marked a -1 were answered, then got tired of MCM calling, which we knew from

CCCLV answering these calls **EX XVII (E)**

CCCLVI Answered calls dialed at the same time on same account **EX XXI (A)**

CCCLVII Plaintiff realizes that she can not show any of MCMs numbers, because they were never shown as

CCCLVIII indicated in breakdown of Bates000236, but states by using this as reference shows how many calls

CCCLIX that were made using -1s and other numbers besides their own, spoofing as well

CCCLX Plaintiff was charged by the minute for all calls, in which ATT Bill was given to

CCCLXI Defendants. **EX XIV (B)**

CCLXII Reyes v. Saxon Mortg. Services, Inc., 2009 WL 3738177 *4 (S.D.Cal.2009)

CCLXIII In MDL action Defendants presented a phone maintenance sheet, which clearly shows

CCLXIV cellular numbers were marked DNC, and WN for work EX XXXI (N), EX XXXI (H) & (T)

CCLXV Question III

CCLXVI AGENCIES (CRA) relating to Plaintiff when MCM was notified by the Plaintiff at an address

CLXVII specified by MCM that

CLXVIII (i) specific information was inaccurate and

CCLXIX (ii) the information, was in fact, inaccurate.

CCLXX (iii) Plaintiff was giving them information that was verified as proof that

CCLXXI the numbers they were stating were not correct.

CLXXII Experian credit report

CCLXXIII Pg 8 of 25, Midland Funding shows they were the owner of Chase Account with date

CCLXXIV opened of 02/2010, reporting as of 04/2010.

EX VII(B)

CLXXV Page 9 of 25 Midland Funding owner of Barclay Bank Account originally Barclay

CCLXXVI Bank of Delaware original amount of 5139, not marked as disputed. **EX VII (C)**

LXXVII Midland Funding showed charging interest in Barclay Account they owned, without ever

CLXXVIII having a judgment or order of the court showing they were due interest and no

CCLXXIX statement indicating an amount of interest they were charging was given to Plaintiff.

CLXXX 12/17/2013 Free Credit Scores, Credit Karma

XLXXXI	06/01/2014 Free Credit Scores, Credit Karma	
LXXXII	Page 3 of 7 Not Marked Disputed, Date Reported 05/19/14	EX IX (A)
XXXIII	Page 5 of 7 Chase Bank MF Date opened 05/14/2012 Not Disputed	EX IX (C)
XXXIV	Plaintiff stated to both MCM and Gamache Disputed repeatedly,	
LXXXV	§ faxed and mailed disputes, as well as contacting credit departments.	
XXXVI	Bates Label MCM-BASHAM 000011, 000012	
XXXVII	Labeled Credit Bureau Reports List, shows that the account was repeated stated from	
XXXVIII	04/19/10 through 08/29/16, indicating plenty of opportunity to show these accounts could	
XXXIX	have been disputed.	
CCCXC	Bates Label MCM-BASHAM000169 Barclay marked Disputed 4732	EX XXXI (P)
CCCXCI	Bates MCM-BASHAM000172 Acct end 4732 credit bureau reports from 03/20/2013	
CCXCII	through 02/20/2015 Plenty of Time to Dispute	EX XXXI (Q)
CXCIII	1/09/2014 Bates Label GAMACHE0 0019 , 0040 received fax from d requesting vod and	
CXCIV	listing many grievances.	
CCXCV	Bates label GAMACHE0041 08:31:16 Dispute notice Blackened areas	
CXCVI	1/09/14 Telephone call TO WORK where I disputed debt with Gamache 15:45:03.	
CXCVII	Bates Label GAMACHE0020 01/10/14 13:27:40 Disputes Debt Written, this was sent	
CXCVIII	again after repeated calls to work telephone.	
CXCIX	03/21/14 Bates Label GAMACHE0026 08:45:45D's Motion to Compel	
CD	Plaintiff filed motion to compel multiple times, and they have never complied.	

CDI **BatesLabelGAMACHE0004** 07/05/2013 Debtor Disputes debt, rcvd fax and dispute

CDII 08/08/14 **BatesLabelGAMACHE0058** Discovery req aug 2014

CDIII **BatesLabelGAMACHE0065** 09/22/14 14:41:37 Motion to Compel.5 pg blacked out

CDIV **Bates Label MCM-BASHAM000172** Credit Bureau Report for account ending in 4732, showing Defendants had time to mark account disputed.

CDVI **Bates Label MCM-BASHAM000095** Credit Bureau Reports acct 1927, showing plenty of opportunity to dispute, since disputed by Plaintiff

CDVII

CDVIII **Question IV**

CDIX Defendant Midland Et al must have known by hiring MCM and G&M knowing they were committing these above actions by the frequent calls to them regarding MCM and G & M.

CDX

CDXI Defendants called Plaintiffs work multiple times daily in regards to accounts held in their office AND STATED the amounts, and that they were collection agencies.

CDXII

CDXIII Defendant Midland Funding was called after many of these calls, to try and get assistance with their Employees or Agents, but stated they could not help, they are doing their jobs.

CDXIV

CDXV Midland Credit is just one of the many collection agencies of Midland Funding.

CDXVI Many of these calls were overheard by clients, causing anxiety and tension, then these clients sought other accountants services, causing the Plaintiff to lose income.

CDXVII

CDXVIII Many of these clients reported what they heard outside of Plaintiffs work, repeating these false statements, causing harm to her reputation and her name.

CDXIX

CDXX Arguments occurred daily at her work between her, staff, and daughter, because of the loss of income and clients caused by the overheard calls..

CDXXI

CDXXII The arguments caused constant stress and anxiety between family members, lost

CDXXIII visitation with family and grand children.

CDXXIV Plaintiff reviewed her credit statements in disgust knowing she had disputed each of the debts

CDXXV which caused her anxiety, headaches, stress, and her blood pressure to rise.

CDXXVI Plaintiff started receiving calls to cell and office from another collection agency

DXXVII stating they own this debt, and I am now to pay them.

CDXXVIII When asked they purchased it, assuming from Midland Funding during this legal action

CDXXIX against them.

CDXXX **Question V**

CDXXXI Facts relating to whether Angela Basham is entitled to Overall Judgment against

DXXXII Midland Funding for violations of the FDCPA, TCPA, and FCRA through the actions

CDXXXIII of Midland Credit and Gamache and Myers hired by Midland Funding.

CDXXXIV As MCM and G& M are acting as agents on behalf Midland Funding, and Midland Funding

CDXXXV receives payments from those agents on collections of accounts, has benefit in the agencies

CDXXXVI collecting for them.

CDXXXVII Should Midland Funding be held vicariously liable for MCM's and G. & M FDCPA, TCPA,

CDXXXVIII FRCA violations & McM FDCPA, TCPA, FRCA violations

CDXXXIX Gomez v. Campbell-Ewald Co., 768 F.3d 871, 877-79 (9th Cir. 2014), affd.

CDXL Campbell-Ewald Co. v. Gomez, 136 S. Ct. 663, 674 (2016)

CDXLI Williams v. Schanck, No. 5:15-cv-01434-MHH, 2021 U.S. Dist. LEXIS 16858 (N.D. Ala.

CDXLII Jan. 29, 2021).

CDXLIII PLAINTIFF BECAME TOTALLY DISABLED IN 2017, AND I AM THANKFUL THAT I

CDXLIV HAD THIS STARTED PRIOR, BUT REALIZES IT MAY NOT BE LAID OUT

CDXLV CORRECTLY.

CDXLVI PLAINTIFF DOES REALIZE THIS IS A LOT OF FACTS AND STATEMENTS, BUT

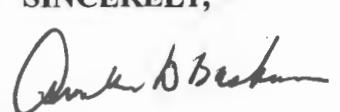
DXLVII FEEL THEY ARE NEEDED TO SHOW THE ABUSE THESE COLLECTORS ARE

DXLVIII IMPOSING UPON THE PUBLIC, AND CAN FIND NO OTHER WAY TO SHOW IT

CDXLIX BUT SHARE THESE. PLAINTIFF PRAYS THAT IF THERE IS ANY OTHER

CDL ACTION THE COURT CAN PROVIDE TO ASSIST THEY WILL.

CDLI SINCERELY,

 11/19/21

CDLII ANGELA D. BASHAM